

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

**IN THE MATTER OF CASE)
MANAGEMENT PROCEDURES IN)
FAMILY COURT FOR SELF)
REPRESENTED LITIGANTS BY)
ATTORNEY CASE MANAGERS AND)
AUTHORIZING EARLY RESOLUTION)
TRIAGE PROGRAM)**
_____)

**ADMINISTRATIVE ORDER
No. 2005-045**

Whereas, Rules 16(a) and 16(b), Arizona Rules of Civil Procedure, authorizes the court to direct the parties and their attorneys in any family court action to participate, either in person or, with leave of court, by telephone, in a conference or conferences to expedite the disposition of the action, to avoid delay from lack of management of the case, to discourage wasteful pretrial activities, and to improve the quality of the trial through more thorough preparation; and

Whereas, Rule 16(g), Arizona Rules of Civil Procedure, requires the parties in any family court action to confer and attempt in good faith to settle the case or agree upon an appropriate alternate dispute resolution process in their case, and also authorizes the court to direct the parties to submit disputed issues to an alternate dispute resolution program created or authorized by local court rules; and

Whereas, Rule 16.1(a), Arizona Rules of Civil Procedure, authorizes the court to schedule a settlement conference before trial of any family court case; and

Whereas, Rule 53(k), Arizona Rules of Civil Procedure, and Rule 6.14, Local Rules of Practice of the Superior Court—Maricopa County, allow the court to by local rule to appoint a type of master termed a conference officer, to conduct conferences with the parties to expedite family court cases; and

Whereas, Rule 6.5, Local Rules of Practice of the Superior Court—Maricopa County, establishes a Differentiated Case Management process and conference to provide a forum for early intervention and fair and orderly management of appropriate cases; to set deadlines for issue resolution and trial preparation; and to facilitate the preparation of stipulations regarding issues in the case, position statements and other pretrial documents; and

Whereas, Rules 6.7(d) and 6.7(g), Local Rules of Practice of the Superior Court—Maricopa County, requires the parties to meet and confer before a temporary orders return hearing to resolve as many issues as possible; and

Whereas, Rule 6.10(e), Local Rules of Practice of the Superior Court—Maricopa County, directs the court to develop policies and procedures for the conduct of settlement conferences in family law cases; and

Whereas, the family court has a high percentage of cases involving self-represented litigants that have difficulty with complex court rules and procedures; and delay of prompt resolution of these cases results in further conflict, instability and harm to children and family relationships; and

Whereas, the implementation of a comprehensive and uniform case management system is necessary with respect to these cases to effectively and timely adjudicate the issues and prevent delay and confusion to the parties.

IT IS ORDERED:

1. Court administration is authorized to establish and continue an early intervention program to provide assistance to all family court cases involving one or more self-represented litigants to settle and resolve disputed issues, to assist the parties in memorializing agreements for presentation to the court, to assist the court in case management, and to work with the assigned divisions to schedule trial dates and other events to finalize cases.

2. This early intervention program shall be directed by attorneys trained to mediate and conduct settlement negotiations in family law cases, and shall include the involvement of personnel from Conciliation Services and Expedited Services in a manner designed to resolve and manage self-represented cases in a timely and judicious manner.

3. This program shall be known as the “Early Resolution Triage Program” and shall be conducted in accordance with family law statutes, court rules, and department policy adopted herewith, and to be amended from time to time as authorized by the family court presiding judge.

4. Administrative Order No. 97-024 (*In The Matter of the Implementation of Differentiated Caseflow Management in the Domestic Relations Department*) is vacated together with all policies and procedures adopted in furtherance of the Administrative Order.

DATED this 16th day of March, 2005.

Hon. Norman J. Davis, Presiding Judge
Family Court Department

Original: Clerk of the Superior Court

Copies: Hon. Colin F. Campbell, Presiding Judge
Hon. Barbara Mundell, Presiding Judge Designate
All Family Court Judges and Commissioners
Marcus Reinkensmeyer, Trial Court Administrator
Phillip Knox, Deputy Court Administrator
Karen Westover, Deputy Court Administrator
Mary Bucci, Family Court Administrator
Bob James, Self Service Center Director

**SUPERIOR COURT OF ARIZONA – MARICOPA COUNTY
FAMILY COURT DEPARTMENT
Policy Statement Re:
Administrative Order No. 2005-045
Early Resolution Triage Program**

Approved: March 16, 2005

INTRODUCTION:

Effective March 16, 2005, Administrative Order No. 2005-045, authorized the establishment and continuation of an early intervention program to provide assistance to all family court cases involving one or more self-represented litigants by assisting the parties to settle and resolve disputed issues, to memorialize agreements for presentation to the court, to assist the court in case management, and to coordinate with the assigned judicial divisions to schedule trial dates and other events to finalize cases. This program will be known as the “Early Resolution Triage Program”, and will be directed by qualified attorneys, with the involvement of personnel from Conciliation Services and Expedited Services, as required.

REQUIREMENTS:

1. Participating Cases. All family law cases that involve one or more self-represented litigants at the time the current petition or response is filed shall be eligible and shall be directed to participate in the Early Resolution Triage program. In the event the case is eligible to participate in the program, but becomes ineligible by the filing of attorney appearances for all parties prior to the date an Early Resolution Conference (“ERC”) is scheduled, the case will be thereafter be managed by the assigned judicial officer and scheduled for a Resolution Management Conference or other appropriate proceeding by the assigned judicial officer. If the case becomes ineligible by the filing of attorney appearances for all parties after an ERC is scheduled, but before it is held, the ERC will continue as noticed absent a stipulation approved by the assigned judicial officer to vacate the ERC in favor of scheduling a Resolution Management Conference or other appropriate proceeding with the assigned judicial officer.

2. Setting of ERC. In all cases eligible for the Early Resolution Triage Program, court administration shall schedule an Early Resolution Conference (“ERC”) as soon as possible after the case becomes contested by the filing of a responsive pleading with the court.

3. Attorney Directed. The Early Resolution Conference shall be conducted and directed by a qualified attorney trained to mediate and conduct settlement negotiations in family court cases as determined by the court.

4. Conciliation Services Conference Officer. If the issue of custody is contested in the case and remains unresolved after the ERC, the Attorney Case Manager in consultation with a Conciliation Services intake personnel may commence and/or schedule an appropriate evaluation, mediation, or instruction process offered by the court to further resolution of the custody issue, to relieve the animosity and tension between the parties, to improve the parent's relationship or ability to parent a child, or to otherwise promote the best interests of a child.

5. Expedited Services Conference Officer. If the issue of child support is contested in the case, remains unresolved after the ERC, and is of sufficient complexity that there is insufficient time available to properly address the issue at the ERC, the Attorney Case Manager may immediately refer the issue to an Expedited Conference Officer to mediate or recommend to the court an appropriate child support order.

6. Purpose of ERC. The purpose of an ERC is to mediate and conduct settlement negotiations in family law cases, resolve and memorialize as many issues as possible, provide direction and management of the case, and schedule a subsequent trial and/or event to conclude the case. Priority and utilization of available time at an ERC shall be, in order of priority, for:

a. Full & Final Settlement. First, reaching full and final settlement of all issues in the family court case, including assisting the parties in the preparation and signing of a Consent Decree, Consent Judgment, or stipulated Order, and presenting the signed documents to an appropriate and authorized judicial officer for approval and signature.

b. Partial Settlement. Second, reaching partial settlement and agreement of all issues in the family court case that can be settled, including assisting the parties in the preparation and signing of partial written agreements enforceable under Rule 80(d), Arizona Rules of Civil Procedure. All such partial written agreements, approved and signed by all parties, shall be filed in the case file, and a copy provided to each party and the assigned judicial officer.

c. Temporary Orders Agreement. Third, to the extent temporary orders are requested by the parties and are not resolved by final agreement, facilitating an agreement for the court to enter temporary orders on the disputed issues to govern the issues until the time of trial, including assisting the parties in the preparation of a stipulation and order for temporary orders to be forwarded to an available commissioner or to the assigned judicial officer for review and approval.

7. Domestic Violence. Prior to proceeding with an ERC, the Attorney Case Manager shall, with the assistance of personnel from Conciliation Services if necessary, screen the case to determine if either party is a victim of domestic violence. If it appears that one party is a victim of domestic violence involving the other party, or may otherwise not be capable of fairly negotiating the issues of the case due to undue influence, coercion or greatly disparate bargaining power, the Attorney Case Manager shall not proceed further to conduct joint conference sessions with the parties, but may proceed with shuttle mediation or other approved methods to insure the protection of the victim of domestic violence.

8. Order To Appear. The ERC shall be scheduled pursuant to an Order to Appear issued at the direction of the Family Court Presiding Judge, in a form substantially in accord with Form 1 attached hereto. The Order to Appear shall require the parties to appear in person, with counsel, if represented, at the date and time of the ERC, and shall require the parties:

a. Meet and Confer. Unless an Order of Protection is in effect between the parties, to meet and confer in person prior to the ERC and use their best efforts to settle or narrow the issues in the case. In the event the parties and counsel, if any, have not met prior to the ERC, they shall be directed to meet at the court one hour prior to the time scheduled for the conference.

b. Resolution Statement. To complete and file a Resolution Statement substantially in accord with Form 2 attached hereto without narrative statements or other documents, and provide a copy to the other party at least 5 days before the ERC.

c. Disclosure. To complete the initial disclosure requirements of Rule 26.1, Arizona Rules of Civil Procedure prior to the ERC.

d. PEP. If the parties have a natural or an adopted minor, unemancipated child in common, to have completed an approved Parent Education Program in accordance with A.R.S. §25-351 et seq. prior to the ERC.

9. ERC Results. When both parties appear at the scheduled ERC, the Attorney Case Manager shall take the following action:

a. Reconciliation. When both parties appear at the ERC and both indicate that they wish to reconcile, explore reconciliation or otherwise not proceed with the petition, the Attorney Case Manager may either assist the parties to prepare a Stipulation to Dismiss and Order, or schedule the case for dismissal on a day certain thirty (30) days following the ERC.

b. Consent Decree. When both parties appear at the ERC and complete agreement is reached on all issues in the case, the Attorney Case Manager shall facilitate the preparation of a written Consent Decree, Consent Judgment, or Stipulation

and Order, and all necessary supporting documentation, as well as the submission of the same to the appropriate judicial officer authorized to approve and sign the Decree, Judgment or Order.

c. Full Agreement. When full agreement of all issues in the case is reached but the parties or counsel desire to prepare a formal Decree, Judgment or Stipulated Order following the conference for submission to the court, the Attorney Case Manager shall direct the parties to prepare the documents and submit them to the court's decree on demand program for review and approval on or before a date certain presumptively scheduled 14 days after the conference. The Attorney Case Manager shall also schedule the case for a trial of 15 minutes in duration on the assigned judicial officer's calendar to insure the submission of the settlement documents, and to resolve any minor disagreements if necessary.

d. Partial Agreement. Where partial agreements are reached on less than all of the issues, the Attorney Case Manager shall assist the parties in the preparation and signing of a written agreement memorializing the agreement in compliance with Rule 80(d), Arizona Rules of Civil Procedure. For this purpose Form 3 (Without Children), Form 4 (With Children), or Form 5 (Paternity) attached hereto may be used. The original agreement shall be filed in the case and a copy provided to each party and the assigned judicial officer with a copy of the *Notice of Trial Date*.

e. Trial Date. In all cases where all parties appear at the ERC, and the case is not finalized with the entry of a Consent Decree, Consent Judgment or Stipulation and Order, the Attorney Case Manager shall schedule a trial date with the assigned judicial officer for up to one (1) hour in length as indicated by the complexity of the issues remaining to be resolved. The Attorney Case Manager shall prepare and file an original *Notice of Trial Date* (Form 6 attached hereto.) signed by both parties, and deliver a copy of the completed *Notice of Trial Date*, together with a copy of a form *Notice of Trial Requirements* (Form 7 attached hereto) to each party. A copy of the *Notice of Trial Date* shall be forward to the assigned judicial division along with a copy of any written agreements reached.

f. Complex Issues. In the event the Attorney Case Manager determines that further court action may be necessary prior to the date scheduled for trial, the Attorney Case Manager may contact the assigned judicial officer and provide the information necessary for further actions or hearings as appropriate.

IN ALL CASES, EXCEPTING RECONCILIATION CASES, IN WHICH BOTH PARTIES APPEAR AT THE ERC, THE PARTIES SHALL LEAVE THE ERC EITHER WITH A COPY OF A SIGNED CONSENT DECREE, JUDGEMENT, OR ORDER, OR WITH A COPY OF A NOTICE OF TRIAL DATE.

10. Failures To Appear. In the event one or both parties fail to appear at the ERC after notice sent to each party at the address supplied to the court by each party, the following actions shall be taken:

a. Both Parties Fail To Appear. In the event both parties in the action fail to appear at the ERC after notice, the case shall be scheduled for dismissal on a day certain thirty (30) days following the ERC.

b. One Party Fails To Appear. In the event one party in the action fails to appear at the ERC after notice, the case shall be set for a combined default hearing and trial with the assigned judicial officer to allow the court discretion on how to proceed at the time of the scheduled hearing/trial. For this purpose, Form 8 attached hereto shall be utilized.

11. Trial Dates. To facilitate the efficient and prompt scheduling of trial days by the ACM Triage Program, each judicial division will designate a reasonable number of trial dates and times of one (1) hour each for use by the Early Resolution Triage Program to schedule trials. Initially, each division will provide six (6) hours of trial time each month. In the event the trial dates have not been utilized by the Early Resolution Triage Program 30 days prior to the date provided, the time shall be relinquished to the division to use as appropriate, and the Attorney Case Managers shall not thereafter utilize the trial time without permission of the assigned judicial officer.

EFFECTIVE DATE:

This policy shall be effective as of the date approved by the Family Court Department.

**SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY**

2/7/2005

FAMILY COURT ADMINISTRATION

Date: **Monday, February 7, 2005**

Endorsements: File Copy

For Case

Petitioner

VS.

Respondent

**ORDER TO APPEAR
Early Resolution Conference**

NOTICE: THIS IS AN IMPORTANT COURT ORDER THAT AFFECTS YOUR RIGHTS. READ THIS ORDER CAREFULLY. IF YOU DO NOT UNDERSTAND THIS ORDER, CONTACT AN ATTORNEY FOR LEGAL ADVICE.

AVISO: LA QUE SIGUE ES UNA ORDEN JUDICIAL IMPORTANTE QUE AFECTA SUS DERECHOS. LÉALA CUIDADOSAMENTE. SI NO ENTIENDE ESTA ORDEN, ASESÓRESE CON UN ABOGADO.**

IT IS ORDERED that Petitioner and Respondent, and their attorneys, if they are represented by counsel, shall **APPEAR** at the time and place designated below for a conference with an Attorney Case Manager. Please allow two to four hours for this conference.

This appearance does not excuse the parties/attorneys from appearances at any other hearings scheduled in this court without an order of the court specifically authorizing non-appearance.

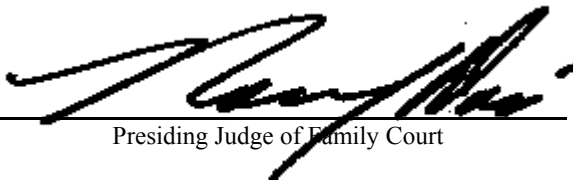
Date and Time of Conference: **Date & time**
Name of Attorney Case Manager: **Attorney Case Manager**
Place of Conference: **Southeast Facility - Family Court Administration, Suite 1300
222 E. Javelina Ave.
Mesa, AZ 85210-6234
Phone 602-506-2024, Fax 602-506-2029**

IT IS FURTHER ORDERED that if you fail to appear at your conference, it may result in sanctions or penalties provided by statute, rule, or authority of the Court, including:

- | | |
|---------------------------------------|---|
| a. a finding of contempt by the court | b. entry of default or dismissal as to some or all relief |
| c. taxation of costs or attorney fees | d. imposition of other monetary sanctions |

Any party represented by an attorney will be considered as a "failure to appear" if the attorney does not appear at the ERC conference.

DONE IN OPEN COURT:



Presiding Judge of Family Court

Form 1

**SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY**

Date

FAMILY COURT ADMINISTRATION

Date: Date

For Case: Case Number

1. **MANDATORY RESOLUTION STATEMENT: IT IS FURTHER ORDERED** that each party shall fully complete and file a Resolution Statement in the form attached to this order, and provide a copy to the other party and the attorney case manager at least 5 days before the Conference. The Court will consider the reasonableness of each party's positions, including the failure to take a position, in any subsequent request for attorney's fees made pursuant to A.R.S. §§ 25-324 and 12-349.
2. **PRE-CONFERENCE SETTLEMENT MEETING: IT IS FURTHER ORDERED** that, unless an Order of Protection is currently in effect or there is a history of domestic violence between the parties, the parties and counsel, if any, shall meet in person prior the Early Resolution Conference, and use their best efforts to settle or narrow the issues in this case. In the event the parties and counsel, if any, have not met prior to the day set for the Early Resolution Conference, they shall meet at least one (1) hour prior to the scheduled time of the Conference.
3. **DISCLOSURE:** Unless both parties agree that the Resolution Statement filed in accordance with the above requirements satisfies the requirements of Rule 26.1, Arizona Rules of Civil Procedure (ARCP), **IT IS FURTHER ORDERED** that both parties file the disclosure statement required by Rule 26.1, ARCP, within twenty (20) days of the Early Resolution Conference. Pursuant to Rule 37(b), ARCP, any party who fails to timely disclosure information required by Rule 26.1 may not be permitted to use such evidence in future motions, hearings or trials, except by leave of court for good cause shown, unless such failure is harmless.
4. **PARENT EDUCATION PROGRAM: IT IS FURTHER ORDERED** that in the event the parties have a natural or an adopted minor, unemancipated child in common, both parties shall have completed, or be scheduled to complete, an approved Parent Education Program in accordance with A.R.S. §25-351 et seq. prior to the Early Resolution Conference and file proof thereof prior to or at the time of the Conference.
5. **CHANGE OF ADDRESS:** It is your responsibility to update the Court of any change of address. If the Court does not have your current address, the Court will be unable to notify you about important information pertaining to your case. You may obtain the form from the Self Service Center, Family Court Administration, the Family Court Filing Counter or the internet. (http://www.superiorcourt.maricopa.gov/ssc/forms.fc_gn9.asp)
6. **INTERPRETERS:** If you need an interpreter, you must ask the court in writing at least 14 business days before the conference.
INTERPRETES: Si necesita un intérprete, tendrá que hacer una petición por escrito 14 días hábiles antes de la conferencia.**
7. **POSTPONING OR RESCHEDULING THE CONFERENCE:** The Court will not postpone and reschedule a conference without specific reasons. All such requests must show that a copy was provided to the other side or their attorney. The Court is more likely to grant a request to postpone and reschedule if the request is made at least 1 week before the conference date.
8. **ATTENDANCE:** Only parties (and their attorneys, if they have an attorney) are allowed to attend the Early Resolution Conference. This does not mean you must have an attorney, but if you have an attorney, that attorney must attend the Conference. Parties who are represented by an attorney will not be allowed to participate in the conference if their attorney does not appear. **NO CHILDREN ARE ALLOWED AT THE CONFERENCE.** If you bring friends or other family members, they must wait in another area.
9. **TELEPHONE:** For a good reason (such as a very serious illness, incarceration, or residing a long distance from the Court) one or both parties or attorneys might be allowed to participate at the conference by telephone. If you wish to do this, you must submit a request in writing to the attention of Family Court Settlement Case Manager NO MORE THAN 5 COURT DAYS AFTER THE DATE YOU RECEIVE THIS NOTICE. See the address and fax number on page one.
10. **COMMUNICATION:** The Attorney Case Manager will not discuss the specifics of your case with you unless the other party or their attorney is present. When a party writes to the Attorney Case Manager, he/she must send a copy to the other party at the same time and indicate this on the document itself.

The EARLY RESOLUTION CONFERENCE is your opportunity to meet with an Attorney Case Manager who will discuss the issues between the two parties and their attorneys, and assist with moving towards a resolution of those issues. The Case Manager may also establish deadlines and make referrals and recommendations for any necessary ancillary court services. The Case Manager will also assist the parties with finalizing any agreements reached during the conference.

Name
Address
Address
City, State, Zip

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

In Re the Marriage of:

Petitioner

and

Respondent.

NO. _____

RESOLUTION STATEMENT OF:

☐ HUSBAND☐ WIFE

Date of Marriage: _____(

The undersigned party provides the following specific positions on each of the issues in this case (**BE SPECIFIC**):

1. **Custody.** My spouse and I have the following natural or adopted children in common:

<u>Child's Name</u>	<u>Date of Birth</u>	<u>Age</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I want the child[ren] to live primarily with _____ and have parenting time with the other parent as follows (check all that apply):

FATHER/MOTHER

_____ Generally in accordance with Maricopa County Guidelines for reasonable parenting time.

_____ Every other weekend from _____ at _____ .m. to _____
Day of Week Time a/p

_____ at _____ .m.
Day of Week Time a/p

_____ One-half of the holidays on an alternating basis.

_____ For _____ weeks in the summer.

_____ Spring Break from school.

_____ Other: _____

This custody arrangement should be: _____ sole custody
(Check one)

_____ joint custody

Form 2

2. **Child Support.** My position on the financial factors necessary to calculate child support under the statewide child support guidelines is as follows (complete in full):

Father's Gross Monthly Income: \$ _____

Mother's Gross Monthly Income: \$ _____

Father has _____ Other Children **not** listed above.
No.

Mother has _____ Other Children **not** listed above.
No.

Medical Insurance Should Be Paid By _____ and its monthly cost is \$ _____.
Father or Mother

Monthly Child Care Costs for _____ child[ren] is \$ _____.
No.

I believe the court should add the following **Extra Education Expenses** or **Extraordinary Child Adjustments** to the child support calculation (leave blank if none claimed):

<u>Description</u>	<u>Monthly Amount</u>
_____	\$ _____
_____	\$ _____

Uninsured Medical Expenses should be paid (check one):

_____ Pro rata based upon each party's income as provided in the guidelines; or

_____ Other: _____ % paid by Father and _____ % paid by Mother.

Tax Exemptions for the child[ren] should be divided (check one):

_____ Pro rata based upon each party's income as provided in the guidelines; or

_____ Other: _____

3. **Spousal Maintenance.** My position on spousal maintenance is (check one and complete):

_____ No spousal maintenance need be paid by either me or my spouse.

_____ I should **pay** my spouse \$ _____ per month for _____ months.

_____ I should **receive** from my spouse \$ _____ per month for _____ months.

4. **Separate Property.** I believe the following property is my sole and separate property (describe):

1 _____ 2 _____ 3 _____ 4 _____

[illegible]

Totals \$ _____ \$ _____ \$ _____

12. Settlement. I verify that the above statements are true upon my best information and belief and I am willing to settle and resolve this case based upon the information provided above.

Dated: _____

Signature of Husband/Wife

**TRIAL COURTS OF ARIZONA
SUPERIOR COURT
MARICOPA COUNTY**

Case Number: _____

(Name of Petitioner)

**AGREEMENT BETWEEN THE PARTIES
PURSUANT TO A. R. C. P. RULE 80 (d)
(DIVORCE) WITHOUT CHILDREN**

☐ **FULL SETTLEMENT**

☐ **PARTIAL SETTLEMENT**

This is the time set for the ☐ **Settlement Conference** ☐ **Early Resolution Conference** held _____
before (please check one):

☐ Judge *Pro Tempore*: _____

☐ Attorney Case Manager: _____

The assigned Judge on this case is _____.

Attending this conference are:

☐ Petitioner ☐ Petitioner's Counsel ☐ Respondent ☐ Respondent's Counsel

☐ Interpreter ☐ Other _____

Has sixty days passed from service of the initial petition? Yes ☐ No ☐

Is there an Order of Protection in effect now? Yes ☐ No ☐

Does either party have a pending bankruptcy case? Petitioner ☐ Yes ☐ No

Respondent ☐ Yes ☐ No

Has a discharge been entered? ☐ Yes ☐ No

PREGNANCY:

☐ Wife is **not** pregnant

☐ Wife is pregnant, and the husband **is** ☐ or **is not** ☐ the father of the child.

☐ A child who is common to the parties is expected to be born this date: _____.

TAX RETURNS: * Subject to IRS Rules and Regulations.

For prior years _____ through _____, the parties agree to:

☐ File **joint** federal and state income tax returns, and hold the other harmless from half of all additional income taxes and costs, if any, and each party shall share equally in tax refunds, if any.

For prior years _____ through _____, the parties agree to:

☐ File **separate** federal and state income tax returns

☐ Each party shall file **separate** tax returns this calendar year and continuing thereafter.

☐ Each party shall give the other party all necessary documentation to file all tax returns.

☐ The parties are **unable** to reach an agreement concerning tax return issues.

NAME CHANGE:

- ☒ **Wife** requests that her last name be restored to ____.
- ☐ **Husband** requests that his last name be restored to ____.
- ☐ The Petitioner and Respondent **do not** wish to have their names restored.

SPOUSAL MAINTENANCE/SUPPORT:

- ☐ Parties are in agreement that the Petitioner will pay Respondent Spousal Maintenance/Support \$ ____ for the duration of ____ years.
- ☐ Parties are in agreement that the Respondent will pay Petitioner Spousal Maintenance/Support \$ ____ for the duration of ____ years.
- ☐ Parties are in agreement that **no** Spousal Maintenance/Support is needed for either party.
- ☐ Parties are **unable** to reach an agreement concerning Spousal Maintenance/Support.

COMMUNITY DEBTS:

- ☐ Parties agree on how to divide Community debts.
- ☐ Parties agree to be responsible for their own sole and separate debts as follows:

Creditors	Account #	Amount Owed	Petitioner	Respondent	Disputed Debts
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- ☐ Parties agree to submit a comprehensive inventory and breakdown of community debt to the other party by ____.
- ☐ The community debts shall be divided as follows:

Creditors	Account #	Amount Owed	Petitioner	Respondent	Disputed Debts
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- ☐ Any debts or obligations incurred by either party before the date of separation that are not identified in the list above or attached, shall be paid by the party who incurred the debt or obligation and that party shall indemnify and hold the other party harmless from such debts.
- ☐ The parties are **unable** to reach an agreement concerning debts.

PERSONAL PROPERTY:

- ☐ Community personal property has already been distributed prior to conference to both Petitioner and Respondent. Each party to be awarded the personal property in their respective possession.

DIVISION OF COMMUNITY PROPERTY: (Be very specific in your description of the property)

Community property is awarded to each party as follows:

LIST OF COMMUNITY PROPERTY AWARD TO:

	Petitioner	Respondent
<input type="checkbox"/> Household furniture/furnishings (Be specific) _____ _____ _____ _____ _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Appliances (Be specific) _____ _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> TV /VCR/DVD (Be specific) _____ _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Personal Computer (Be specific) _____ _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Other (Be specific) _____ _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Motor vehicle _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Motor vehicle _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Motor vehicle _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Motor vehicle _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Cash,bonds of \$ _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Award each party the personal property in his/her possession.	<input type="checkbox"/>	<input type="checkbox"/>

DIVISION OF REAL PROPERTY: Section A is for one piece of real property. Section B is for a second piece of real property.

A. Real property located at (address) _____

The real property as described above is:

☐ Awarded to ☐ Petitioner or ☐ Respondent as his/her sole and separate property.

OR

☐ Shall be sold and the proceeds divided as follows:

_____ % or \$_____ to Petitioner.

_____ % or \$_____ to Respondent

B. Real property located at (address) _____

The real property as described above is:

☐ Awarded to ☐ Petitioner or ☐ Respondent as his/her sole and separate property.

OR

☐ Shall be sold and the proceeds divided as follows:

_____ % or \$_____ to Petitioner.

_____ % or \$_____ to Respondent

☐ More than two pieces of property are involved. See attached sheet listing the same information as in Sections A and B.

☐ The value of the property is unknown and the parties agree to have a comprehensive analysis or appraisal done prior to the final agreement or by _____ date.

☐ Parties agree that ☐ Petitioner ☐ Respondent will refinance real property on or before _____. If unsuccessful, the real property will be _____.

☐ The parties are **unable** to reach an agreement concerning real property.

☐ There is no community real property.

DIVISION OF RETIREMENT, PENSION, DEFERRED COMPENSATION:

☐ The parties agree that any community interest in any retirement benefits, pension plans, or other deferred compensation described below will be allocated as follows:

Petitioner's _____

Respondent's _____

☐ The parties agree they will submit a Qualified Domestic Relations Order to the assigned Judge by _____.

☐ Each party **waives and gives up** his or her interest in any retirement benefits, pension plan, or other deferred compensation of the other party.

☐ Neither party has a retirement, pension, deferred compensation, 401K Plan and/or benefits.

☐ The parties are **unable** to reach and agreement concerning retirement, pension plan or other deferred compensation.

LEGAL FEES:

- ☐ Petitioner will pay Respondent's legal fees in the amount of \$ _____.
- ☐ Respondent will pay Petitioner's legal fees in the amount of \$ _____.
- ☐ Each party will pay **their own** legal fees.
- ☐ The parties are **unable** to reach an agreement concerning legal fees.
- ☐ Legal fees do not apply to this case.

ADDITIONAL AGREEMENTS:

ADDITIONAL ISSUES NOT AGREED UPON:

OTHER ORDERS:

TIMELINE FOR PARTIES:

I am not under force, threats, duress, coercion, or undue influence from anyone, including the other party, to sign this Agreement. The Agreement, with attachments, if any, that I have signed is our agreement. I have not agreed to something different from what is stated in this agreement. The provisions regarding the division of property and debt are fair and equitable.

Pursuant to Rule 80 (d) of the Arizona Rules of Civil Procedure, it is the intent of both parties that this agreement shall be binding.

This is NOT a finalized divorce decree. This agreement merely provides a degree of resolution to some of the issues involved in your case.

Petitioner: _____

Date: _____

Respondent: _____

Date: _____

If either party is represented by a lawyer, the lawyer must sign:

Petitioner's Attorney: _____

Date: _____

Respondent's Attorney: _____

Date: _____

**TRIAL COURTS OF ARIZONA
SUPERIOR COURT
MARICOPA COUNTY**

Case Number: _____

(Name of Petitioner)

**AGREEMENT BETWEEN THE PARTIES
PURSUANT TO A. R. C. P. RULE 80 (D)
(DIVORCE) WITH CHILDREN**

(Name of Respondent)

☐ **FULL SETTLEMENT**
☐ **PARTIAL SETTLEMENT**

This is the time set for the ☐ **Settlement Conference** ☐ **Early Resolution Conference** held _____
before (please check one):

☐ Judge *Pro Tempore*: _____

☐ Attorney Case Manager: _____

The assigned Judge on this case is _____.

Attending this conference are:

☐ Petitioner ☐ Petitioner's Counsel ☐ Respondent ☐ Respondent's Counsel
☐ Interpreter ☐ Other _____

Has sixty days passed from service of the initial petition? Yes ☐ No ☐

Is there an Order of Protection in effect now? Yes ☐ No ☐

Have CPS or police been called on Petitioner ☐ Yes ☐ No
Respondent ☐ Yes ☐ No

Has there been a drug conviction within the last 12 months for Petitioner ☐ Yes ☐ No
Respondent ☐ Yes ☐ No

Does either party have a pending bankruptcy case? Petitioner ☐ Yes ☐ No
Respondent ☐ Yes ☐ No

Has a discharge been entered? ☐ Yes ☐ No

PREGNANCY:

- ☐ Wife is **not** pregnant
☐ Wife is pregnant, and the husband is ☐ or is **not** ☐ the father of the child.
☐ A child who is common to the parties is expected to be born this date: _____.

CHILDREN: All minor children common to the parties as follows:

NAME (S) OF CHILD(REN)	D/O/B(s)	AGE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If born prior to marriage, has proof of paternity been presented? ☐ Yes ☐ No

PARENT INFORMATION PROGRAM:

Petitioner ☐ has ☐ has **not** attended the Parent Information Program Class.

Respondent ☐ has ☐ has **not** attended the Parent Information Program Class.

CHILD CUSTODY

☐ The parties are unable to reach an agreement concerning custody.

SOLE CUSTODY: The condition under which one person, ☐ **Mother** ☐ **Father** shall have sole custody of the minor child(ren).

☐ Both parties agree to **SOLE CUSTODY:** Sole custody to ☐ **Mother** ☐ **Father**

JOINT LEGAL CUSTODY: The condition under which both parents share legal custody and neither parent's rights are superior except with respect to specified decisions as set forth by the court or the parents in the final judgment or order.

☐ Both parties agree to joint legal custody

☐ **Mother** ☐ **Father** will be the primary custodial parent.

☐ Neither party is designated the primary custodial parent.

JOINT PHYSICAL CUSTODY/JOINT SHARED CUSTODY: The condition under which the physical residence of the child(ren) is shared by the parents in a manner that assures that the child(ren) has/have substantially equal time and contact with both parents.

☐ Both parents agree to joint physical/shared custody.

CHILD SUPPORT:

☐ The parties are in agreement that child support will be paid by ☐ **Mother** ☐ **Father** using the child support guidelines.

☐ The parties agree on the following child support amount of _____ to be paid to the ☐ **Mother** ☐ **Father**.

☐ The parties are in agreement to a deviation from the child support guidelines in the amount of _____ to be paid to ☐ **Mother** ☐ **Father**.

☐ A child support order currently exists signed on _____ in the amount of _____.

☐ The parties agree to have child support calculated prior to the final agreement.

☐ The parties are **unable** to reach an agreement concerning child support.

MEDICAL, DENTAL AND VISION INSURANCE, PAYMENTS, AND EXPENSES:

Parties agree

☐ Petitioner ☐ Respondent will provide medical, dental, and vision insurance for the minor child(ren).

FURTHER: Uncovered medical expenses shall be allocated as follows:

- ☐ Petitioner will pay _____% **AND**
- ☐ Respondent will pay _____%
- ☐ The parties will pay proportionate to their incomes.
- ☐ The parties are **unable** to reach an agreement concerning medical, dental and vision insurance.

TAX DEDUCTION: The parties agree that they shall claim as income tax dependency exemptions on federal and state tax returns as follows.

Mother to take tax deduction on: _____
Name of children

☐ Even year's ☐ Odd years ☐ Every year.

Father to take tax deduction on _____
Name of children

☐ Even year's ☐ Odd years ☐ Every year.

☐ The parties agree to take tax deductions based on proportionate to child support worksheet guidelines.

TAX RETURNS: * Subject to IRS Rules and Regulations.

For prior years _____ through _____, the parties agree to:

☐ File **joint** federal and state income tax returns, and hold the other harmless from half of all additional income taxes and costs, if any, and each party shall share equally in tax refunds, if any.

For prior years _____ through _____, the parties agree to:

- ☐ File **separate** federal and state income tax returns
- ☐ Each party shall file **separate** tax returns this calendar year and continuing thereafter.
- ☐ Each party shall give the other party all necessary documentation to file all tax returns.
- ☐ The parties are **unable** to reach an agreement concerning tax return issues.

NAME CHANGE:

- ☐ **Wife** requests that her last name be restored to _____.
- ☐ **Husband** requests that his last name be restored to _____.
- ☐ The Petitioner and Respondent **do not** wish to have their names restored.

SPOUSAL MAINTENANCE/SUPPORT:

- ☐ Parties are in agreement that the Petitioner will pay Respondent Spousal Maintenance/Support \$ _____ for the duration of _____ years.
- ☐ Parties are in agreement that the Respondent will pay Petitioner Spousal Maintenance/Support \$ _____ for the duration of _____ years.
- ☐ Parties are in agreement that **no** Spousal Maintenance/Support is needed for either party.
- ☐ Parties are **unable** to reach an agreement concerning Spousal Maintenance/Support.

COMMUNITY DEBTS:

- ☐ Parties agree on how to divide Community debts.
☐ Parties agree to be responsible for their own sole and separate debts as follows:

Creditors	Account #	Amount Owed	Petitioner	Respondent	Disputed Debts
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- ☐ Parties agree to submit a comprehensive inventory and breakdown of community debt to the other party by .
☐ The community debts shall be divided as follows:

Creditors	Account #	Amount Owed	Petitioner	Respondent	Disputed Debts
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- ☐ Any debts or obligations incurred by either party before the date of separation that are not identified in the list above or attached, shall be paid by the party who incurred the debt or obligation and that party shall indemnify and hold the other party harmless from such debts.
☐ The parties are **unable** to reach an agreement concerning debts.

PERSONAL PROPERTY:

- ☐ Community personal property has already been distributed prior to conference to both Petitioner and Respondent. Each party to be awarded the personal property in their respective possession.

DIVISION OF COMMUNITY PROPERTY: (Be very specific in your description of the property)

Community property is awarded to each party as follows:

LIST OF COMMUNITY PROPERTY AWARD TO:

	Petitioner	Respondent
<input type="checkbox"/> Household furniture/furnishings (Be specific) _____ _____ _____ _____ _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Appliances (Be specific) _____ _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> TV /VCR/DVD (Be specific) _____ _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Personal Computer (Be specific) _____ _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Other (Be specific) _____ _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Motor vehicle _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Motor vehicle _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Motor vehicle _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Motor vehicle _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Cash,bonds of \$ _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other:	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Award each party the personal property in his/her possession.	<input type="checkbox"/>	<input type="checkbox"/>

DIVISION OF REAL PROPERTY: Section A is for one piece of real property. Section B is for a second piece of real property.

A. Real property located at (address) _____

The real property as described above is:

☐ Awarded to ☐ Petitioner or ☐ Respondent as his/her sole and separate property.

OR

☐ Shall be sold and the proceeds divided as follows:

_____ % or \$_____ to Petitioner.

_____ % or \$_____ to Respondent

B. Real property located at (address) _____

The real property as described above is:

☐ Awarded to ☐ Petitioner or ☐ Respondent as his/her sole and separate property.

OR

☐ Shall be sold and the proceeds divided as follows:

_____ % or \$_____ to Petitioner.

_____ % or \$_____ to Respondent

☐ More than two pieces of property are involved. See attached sheet listing the same information as in Sections A and B.

☐ The value of the property is unknown and the parties agree to have a comprehensive analysis or appraisal done prior to the final agreement or by _____ date.

☐ Parties agree that ☐ Petitioner ☐ Respondent will refinance real property on or before _____. If unsuccessful, the real property will be _____.

☐ The parties are **unable** to reach an agreement concerning real property.

☐ There is no community real property.

DIVISION OF RETIREMENT, PENSION, DEFERRED COMPENSATION:

☐ The parties agree that any community interest in any retirement benefits, pension plans, or other deferred compensation described below will be allocated as follows:

Petitioner's _____

Respondent's _____

☐ The parties agree they will submit a Qualified Domestic Relations Order to the assigned Judge by _____.

☐ Each party **waives and gives up** his or her interest in any retirement benefits, pension plan, or other deferred compensation of the other party.

☐ Neither party has a retirement, pension, deferred compensation, 401K Plan and/or benefits.

☐ The parties are **unable** to reach and agreement concerning retirement, pension plan or other deferred compensation.

LEGAL FEES:

- ☐ Petitioner will pay Respondent's legal fees in the amount of \$ ____.
- ☐ Respondent will pay Petitioner's legal fees in the amount of \$ ____.
- ☐ Each party will pay **their own** legal fees.
- ☐ The parties are **unable** to reach an agreement concerning legal fees.
- ☐ Legal fees do not apply to this case.

ADDITIONAL AGREEMENTS:

ADDITIONAL ISSUES NOT AGREED UPON:

OTHER ORDERS:

TIMELINE FOR PARTIES:

I am not under force, threats, duress, coercion, or undue influence from anyone, including the other party, to sign this Agreement. The Agreement, with attachments, if any, that I have signed is our agreement. I have not agreed to something different from what is stated in this agreement. The provisions regarding the division of property and debt are fair and equitable.

Pursuant to Rule 80 (d) of the Arizona Rules of Civil Procedure, it is the intent of both parties that this agreement shall be binding.

This is NOT a finalized divorce decree. This agreement merely provides a degree of resolution to some of the issues involved in your case.

Petitioner: _____

Date: _____

Respondent: _____

Date: _____

If either party is represented by a lawyer, the lawyer must sign:

Petitioner's Attorney: _____

Date: _____

Respondent's Attorney: _____

Date: _____

**TRIAL COURTS OF ARIZONA
SUPERIOR COURT
MARICOPA COUNTY**

Case Number: _____

(Name of Petitioner)

**AGREEMENT BETWEEN THE PARTIES
PURSUANT TO A. R. C. P. RULE 80 (D)
PATERNITY/CUSTODY**

(Name of Respondent)

This is the time set for the **Early Resolution Conference** held _____ before (please check one):

☐ Judge *Pro Tempore*: _____

☐ Attorney Case Manager: _____

The assigned Judge on this case is _____.

Attending this conference are:

☐ Petitioner ☐ Petitioner's Counsel ☐ Respondent ☐ Respondent's Counsel

☐ Interpreter ☐ Other _____

Is there an Order of Protection in effect on	Petitioner	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Respondent	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Have CPS or police been called on	Petitioner	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Respondent	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Has there been a drug conviction within the last 12 months for	Petitioner	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Respondent	<input type="checkbox"/> Yes	<input type="checkbox"/> No

PREGNANCY:

- ☐ Female party is **not** pregnant
- ☐ Female party is pregnant, and male party **is** ☐ or **is not** ☐ the father of the child.
- ☐ A child who is common to the parties is expected to be born this date: _____.

CHILDREN: All minor children at issue considered by one or both parties common to the parties:

NAME (S) OF CHILD(REN)	D/O/B(s)	AGE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Form 5

Parties agree who is the father of the children involved. ☐ Yes ☐ No

Parties to obtain genetic/blood paternity testing. ☐ Yes ☐ No

Parties have decided upon testing facility _____ ☐ N/A

Court to order location of testing. ☐ Yes ☐ No ☐ N/A

Parties agree to split testing costs. ☐ Yes ☐ No

Is the a IVD case ? ☐ Yes ☐ No

(If parties disagree to paternity, conference is ended, testing is ordered and case ticked for ACM 30 day follow up)

PARENT INFORMATION PROGRAM:

Petitioner ☐ has ☐ has **not** attended the Parent Information Program Class.

Respondent ☐ has ☐ has **not** attended the Parent Information Program Class.

BIRTH CERTIFICATE:

Father's name to be added to each child's birth certificate? ☐ Yes ☐ No

CHILD'S LAST NAME:

The child(ren)'s last name shall be changed? ☐ Yes ☐ No

If yes, the child(ren)'s last name shall be changed to: _____

CHILD CUSTODY

SOLE CUSTODY: The condition under which one person has legal custody.

☐ Both parties agree to **SOLE CUSTODY:** Sole custody to ☐ **Mother** ☐ **Father**

☐ Both parties are **unable** to reach an agreement concerning sole custody.

JOINT LEGAL CUSTODY: The condition under which both parents share legal custody and neither parent's rights are superior except with respect to specified decisions as set forth by the court or the parents in the final judgment or order.

☐ Both parties agree to joint legal custody

☐ **Mother** ☐ **Father** will be the primary custodial parent.

☐ Both parties are **unable** to reach an agreement concerning joint legal custody.

JOINT PHYSICAL CUSTODY/JOINT SHARED CUSTODY: The condition under which the physical residence of the child(ren) is shared by the parents in a manner that assures that the child(ren) has/have substantially equal time and contact with both parents.

☐ Both parents agree to joint to joint physical/shared custody.

☐ **Mother** ☐ **Father** will be the primary custodial parent.

☐ Both parties are **unable** to reach an agreement concerning joint physical custody/shared custody.

CHILD SUPPORT:

- ☐ The parties are in agreement that child support will be paid by ☐ **Mother** ☐ **Father** using the child support guidelines.
- ☐ The parties agree on the following child support amount of _____ to be paid to the ☐ **Mother** ☐ **Father**.
- ☐ The parties are in agreement to a deviation from the child support guidelines in the amount of _____ to be paid to ☐ **Mother** ☐ **Father**.
- ☐ A child support order currently exists signed on _____ in the amount of _____.
- ☐ The parties agree to have child support calculated prior to the final agreement.
- ☐ The parties are **unable** to reach an agreement concerning child support.

MEDICAL, DENTAL AND VISION INSURANCE, PAYMENTS, AND EXPENSES:

Parties agree who will pay for medical insurance. ☐ Yes ☐ No

If, yes

☐ Petitioner ☐ Respondent will provide medical, dental, and vision insurance for the minor child(ren).

FURTHER: Parties agree who will cover non-covered cost and co-pays.

- ☐ Petitioner will pay _____% **AND**
- ☐ Respondent will pay _____%
- ☐ The parties agree to any uncovered medical, dental expenses proportionate to their incomes.
- ☐ The parties are **unable** to reach an agreement concerning medical, dental and vision insurance.

OTHER COSTS: ☐ Petitioner ☐ Respondent is to be paid the amount of \$_____ for expenses incurred relating to medical care, hospitalization and other costs related to the birth of the child(ren) by the ☐ Petitioner ☐ Respondent.

TAX DEDUCTION: The parties agree that they shall claim as income tax dependency exemptions on federal and state tax returns as follows.

Mother to take tax deduction on: _____
Name of children

☐ Even year's ☐ Odd years ☐ Every year.

Father to take tax deduction on _____
Name of children

☐ Even year's ☐ Odd years ☐ Every year.

☐ The parties agree to take tax deductions based on proportionate to child support worksheet guidelines.

LEGAL FEES:

- ☐ Petitioner will pay Respondent's legal fees in the amount of \$_____.
- ☐ Respondent will pay Petitioner's legal fees in the amount of \$_____.
- ☐ Each party will pay **their own** legal fees.
- ☐ The parties are **unable** to reach an agreement concerning legal fees.
- ☐ Legal fees do not apply to this case.

ISSUES NOT AGREED UPON:

TIMELINE FOR PARTIES:

I am not under force, threats, duress, coercion, or undue influence from anyone, including the other party, to sign this Agreement. The Agreement, with attachments, if any, that I have signed is our agreement. I have not agreed to something different from what is stated in this agreement.

Pursuant to Rule 80 (d) of the Arizona Rules of Civil Procedure, it is the intent of both parties that this agreement shall be binding.

This is NOT a finalized judgment. This agreement merely provides a degree of resolution to some of the issues involved in your case.

Petitioner: _____ Date: _____

Respondent: _____ Date: _____

If either party is represented by a lawyer, the lawyer must sign:

Petitioner's Attorney: _____ Date: _____

Respondent's Attorney: _____ Date: _____

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

In Re the Marriage of:)

NO. FC2004-000000

JOHN DOE)

Petitioner)

and)

JANE DOE)

Respondent)

NOTICE

OF

TRIAL DATE

Assigned To Division Number: DRJ01
Honorable Norman J. Davis

YOU ARE HEREBY NOTIFIED that a Trial to the Court is set in your case before the following judge at the following date, time and location:

Trial Date: **November 17, 2006 (Friday)**
Trial Time: **9:00 A.M.**
Trial Judge: **Honorable Norman J. Davis**
Location: **Maricopa County Superior Court**
201 W. Jefferson, Courtroom 703
Phoenix, Arizona 85003-2243

You are both required to be present and on time for your trial date at the above date, time and location. If you fail to appear at the time of trial, the trial can proceed and all matters in your case can be finalized based upon the evidence presented by the appearing party. If both parties fail to appear at the time of trial, this case can be dismissed.

YOU ARE ALSO NOTIFIED that you are required to comply with the requirements set forth in the document entitled ***Notice of Trial Requirements***, a copy of which is being provided to you with this ***Notice of Trial Date***.

YOU ARE ALSO NOTIFIED that you are required to deliver any exhibits you intend to use at trial to the clerk of your trial judge, in accordance with the requirements set forth in the ***Notice of Trial Requirements***, no later than noon on **November 9, 2006**.

Both parties by signing below acknowledge receipt of a copy of this ***Notice of Trial Date***, and a copy of the ***Notice of Trial Requirements***, that each is aware of the date, time and location of the trial date, and has read, or will immediately read, both documents.

Receipt of a copy of ***Notice of Trial Date*** and ***Notice of Trial Requirements*** is hereby acknowledged by:

JOHN DOE
Petitioner

JANE DOE
Respondent

Notice of Trial Requirements

Your case has been scheduled for a trial to a judge at the date and time listed in the ***Notice of Trial Date*** supplied to you at the same time you received this ***Notice of Trial Requirements***. You should read this Notice carefully because you are required to comply with the requirements listed in this Notice before or at the time you appear for your trial.

Partial Agreements.

At the time of your Early Resolution Conference you may have reached partial agreement on one or more issues in this case. Any such agreements are binding and enforceable only if they were accepted by a judicial officer in open court and a record kept of the agreement, or if they were written down and signed by all parties in this case and approved by a judicial officer. If you and the other party in this case have signed a written agreement regarding one or more issues in this case, but a judicial officer has not yet approved the agreement, the approval can be obtained at the time of trial. In such event, the matters that are agreed upon in writing will not be litigated at your trial, but you should be prepared to explain to the judge why your agreement is fair and reasonable, and in the best interests of any minor children affected by the agreement.

Contested Issues.

A trial in your case will decide those issues that you and the other party have not resolved by agreement as provided above. The primary issues to be resolved in any family court case involving one or more children include a determination of: 1) Paternity of any minor child for which paternity is disputed; 2) Custody and parenting time rights with respect to any minor child; 3) An appropriate child support order including provisions for medical insurance, medical costs of all children not covered by insurance, and an allocation of any federal tax exemptions applicable to the minor children; and 4) Whether any party should be awarded any reasonable attorney's fees incurred in this matter. If your case is one for dissolution or separation of a marriage, the court will also determine: 1) Whether either party qualifies for an award of spousal maintenance and, if so, the amount and duration; 2) An equitable division of community property; and 3) Responsibility for payment of any community debts.

Parent Education

If your case involves one or more minor unemancipated children natural to or adopted by you and the other party you are required to attend a parental education program in accordance with A.R.S. §25-351. In such event you are directed to complete an approved Parent Education Program and file proof of completion of the program prior to, or at the time of, trial.

To assist you in completing the Parental Education Program requirements, a "Parent Information Program Notice" which details the procedures and requirements of the program, and includes a list of approved parent information classes is available to the parties at the Self Service Center, or the Domestic Relations filing counter at the court.

Disclosure and Discovery Requirements.

You are required to complete all disclosure requirements required by Rule 26.1, Arizona Rules of Civil Procedure, including an exchange of all relevant information, documents and exhibits you intend to use at trial as required by Rule 26.1, but no later than 30 days prior to your scheduled trial date.

You are also required to promptly comply with all requests for relevant information in this case made by the opposing party. In this regard, you are directed to sign all necessary consents and releases reasonably required to obtain any relevant documents or records from any person, company or institution possessing any relevant information.

If a party is forced to incur attorney's fees or other costs to obtain documents or records by subpoena or other legal process after reasonable request of the other party to obtain such information in a more efficient or economical manner, the Court will consider a request for payment or reimbursement of such fees and costs at the time of trial.

Trial Date.

Your trial has been scheduled for a specific time period set out in the ***Notice of Trial Date***. The parties are expected to complete the trial in the allotted time, and each party will be allowed one-half of the available time to present all direct, cross, redirect examination and any argument. The trial time will not be extended unless you file a motion requesting an extension of the trial time not later than thirty (30) days after the date of your Early Resolution Conference and the court grants the motion. Any motion to extend the trial time must specifically set forth good cause to extend the time including a list of each and every witness who will testify together with an estimate of time needed for each witness and the subject matter of the expected testimony for each witness.

Joint Pre-Trial Statement.

You and the opposing party are required to file and provide the assigned judge with a copy of a ***Joint Pretrial Statement*** pursuant to Rule 6.8, Local Rules of Practice--Maricopa County (Family Court Cases), no later than **5 days prior to trial**.

The Joint Pre-trial Statement shall include the following attachments:

1. A current Affidavit of Financial Circumstances completed by each party together with a written statement as to whether the parties stipulate that the affidavits of both parties may be considered as testimony by the court as if marked as exhibits and entered into evidence pursuant to *In Re Marriage of Kells*, 182 Ariz. 480, 897 P.2d 1366 (App. 1995).

2. A current Parent's Worksheet for Child Support Amount completed by each party pursuant to the Statewide Child Support Guidelines.

3. If there are disputed custody, access or visitation issues, a specific proposal for custody and visitation.

4. If the parties have a natural or an adopted minor unemancipated child in common, proof of compliance with the Parental Education Program requirements of A.R.S. §25-351 et seq.

5. If there are disputed issues regarding division of property, a current and detailed inventory and appraisal of property and assets of the parties, together with a summary proposal by each party as to how the property and assets should be divided. If possible, the court prefers a one-page statement of all property except personal property items valued at less than \$500 each.

6. If there is a disputed issue regarding the payment of attorney's fees by either party, an affidavit of the attorney's fees claimed submitted in accordance with the requirements of *Schweiger v. China Doll Restaurant, Inc.*, 138 Ariz. 183, 673 P.2d 927 (App. 1983).

The failure of counsel or any party to appear at the time of trial, or to timely present the Joint Pretrial Statement in proper form, including each and every attachment required, shall, in the absence of good cause shown, result in the imposition of any and all available sanctions pursuant to Rule 16(f), Arizona Rules of Civil Procedure and Local Rules 6.2(e) and 6.9(b), including proceeding to hear this matter by default based upon the evidence presented by the appearing party.

Exhibits.

Any documents or other items intended to be submitted as exhibits at the time of the trial shall be brought to the courtroom clerk of the division that will try your case no later than noon on the date identified for delivery of exhibits to the court in the *Notice of Trial Date* provided to you following your conference with the attorney case manager. The exhibits shall be submitted with a coversheet listing the description of each exhibit. **Any exhibits not submitted by noon on this date will not be accepted.** All exhibits must be hand-delivered to the Clerk. Duplicate exhibits shall not be presented and will not be marked. The parties shall also provide the Court and the adverse party with a separate copy of all exhibits.

The parties shall indicate in the Joint Pretrial Statement which exhibits they have agreed will be admissible at trial as well as any specific objections that will be made to any exhibit if offered at trial which is not agreed to be admitted. Reserving all objections to the time of trial will not be permitted. At the time of trial all exhibits that the parties have agreed will be admitted and all exhibits for which no specific objection is stated in the Joint Pretrial Statement shall be summarily admitted.

Findings of Fact.

Any party filing a request for findings of fact and conclusions of law pursuant to Rule 52, Arizona Rules of Civil Procedure, **shall submit proposed findings of fact and conclusions of law to this Division no later than 30 days prior to trial.** Any controverting findings of fact and conclusions of law proposed by the adverse party shall then be submitted no later than 10 days prior to trial.

Settlement.

Counsel and the parties are reminded of their obligation to give prompt notice of any settlement to the Court as required by Rule 5.1(c), Arizona Rules of Civil Procedure.

In Re the Marriage of:

JOHN DOE

and

JANE DOE

Form 8